



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

April 4, 2008

Austin Free net  
Dale Thompson  
PO Box 2013  
Austin, TX 78768-2013

Re Public Internet Access

Dear Dale

The City of Austin approved the execution of a contract amendment for public internet access

Responsible Department	Purchasing
Department Contact Person	Mario Guerrero
Department Contact Email Address	Mario.guerrero@ci.austin.tx.us
Department Contact Telephone	974 2596
Project Name	Public Access to the Internet
Dollar Value	Not to Exceed \$197,325 for initial 44 month period
Contractor Name	Austin Free Net
Contract Number	MA S030139
Contract Period	2/2/2008 through 9/30/2011
Extension Options	Two 12 month options
Requisition Number	N/A
Solicitation Number	N/A
Agenda Item Number	62
Council Approval Date	1/31/2008

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Mario Guerrero  
Sr. Buyer  
Purchasing Office  
Finance and Administrative  
Services Department

cc Rondella Hawkins  
FASD, City of Austin



Amendment No. 5  
to  
Contract No. S030139  
for  
Public Access to the Internet  
between  
Austin Free-Net  
and the  
City of Austin

- 1.0 The parties agree that the above referenced contract is modified in the manner and to the extent stated herein.
- 2.0 The total Contract amount is increased by \$197,325, extended for a 44-month period with two 12-month exercisable renewal options, in accordance with Austin city council approval action dated January 31, 2008, purchasing office item 62. The total contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Previous Term: 02/2/03 – 02/1/08	\$259,950.	\$259,950.
Amendment No. 5 Adds a 44-month period. The new term is 02/2/08-9/30/2011. The funding is increased by \$197,325.	\$197,325.	\$457,275.

3.0 Contract text list of changes as follow:

- 3.1 On page 1, Recitals section, delete: "WHEREAS, the Austin Free-Net, a non-profit, educational organization that provides convenient public access to the Internet and emerging technology, has a subscription program for public and private sponsors;"; add "WHEREAS, the Austin Free-Net is a non-profit, educational organization whose mission is to provide technology training and access for the community;"
- 3.2 On page 1, Section 1, par. 1.1, delete: "1) Furnish subscription services to provide public access to the Internet and emerging technologies. Services shall include equipment, connectivity and training for members of the general public, focusing on those residents who do not have Internet access in their homes. 2) Provide discounted technical support services to the City's social service contractors and GTOPs grantees."; add "1) Provide free access to well-equipped computers and the internet via broadband or other emerging technologies through community computer lab site partnerships with city departments, community centers, social services providers, basic needs providers and others who serve residents without this access. Services shall include equipment, connectivity and training for members of the general public as funding allows, focusing on those residents who do not have Internet access in their homes. See section 2 below."
- 3.3 On page 1, Section 1, add: " 2) Provide discounted technical support services to the City's social service contractors and GTOPs grantees and community-based organizations and agencies as funding allows."
- 3.4 On page 1, Section 2, par. 2.1, delete: "General Responsibilities: Install and maintain the Austin Free-Net network in City and community facilities as specified below to provide public access to technology and the Internet."; add: " General Responsibilities: Provide technology training and access to the Greater Austin community, focusing on building digital skills among residents of underserved neighborhoods. Provide low-cost technology planning, installation, training, and support to Austin-area nonprofits, community-based organizations, and public agencies."

3.5 On page 2, Section 2, par. 2.1.1, delete: "Specific Responsibilities:

- (a) **Equipment and Connectivity:** Provide Internet access in Austin Public Libraries as requested by the libraries. Internet access (including all necessary equipment and maintenance) may be provided at other facilities as mutually agreed upon.
- (c) **Training:** Provide training for the general public by Austin Free-Net volunteers, staff and paid trainers if funding is available. Austin Free-Net training labs will be made available to City staff.
- (d) **Service Calls:** Respond to service calls in the following priorities based on time call is received by digital pager to technician:
  - 1. Existing City and community public access labs - 30 working minutes response 95% of the time. Four working hour on-site response, if required, 95% of the time.
  - 2. City social service contractors, GTOPS grantees, service contract holders and special arrangements, such as discounted group rates for membership organizations that have agreements with Austin Free-Net - 30 working minutes response 95% of the time. Eight working hour on-site response, if required, 95% of the time.Any service call to a non-profit not covered by above - 30 working minutes response 95% of the time, On-site response, if required, as soon as possible, subject to availability",

add: " Specific Responsibilities:

- (a) **Equipment in community computer labs as contract funding is available**  
Provide as needed, including but not limited to:
  - internet-capable personal computers
  - network associated switches, routers and wireless access points
  - wiring and surge protectors
  - printers
  - parts and supplies
  - scanners
  - operating, applications, and utility software
  - projectors, bulbs and screens
  - digital cameras and camcorders and related supplies
  - laptops
  - headphones, microphones and speakers
- (b) **Equipment for program support as contract funding is available**  
As needed, including but not limited to:
  - web servers
  - file servers
  - computers with operating and other software
  - printers
  - networking hardware, wiring and surge protectors
  - tools
  - external hard drives and cd and dvd burners for backups
  - Training supplies and copying equipment
  - Label makers
- (c) **Connectivity**  
Facilitate high-speed internet service with local providers as needed
- (d) **Program management as needed and as contract funding is available, including but not limited to:**
  - Volunteer recruitment and management
  - Training program management
  - Grant proposal writing and administration
  - Financial management
- (e) **Training:** Provide computer, software and internet training for the general public and staff of local community-based organizations and agencies by Austin Free-Net volunteers, staff and paid trainers if funding is available. Austin Free-Net's training lab is also available to City staff and community organizations.

- (f) Tech support: Respond to service calls in the following priorities based on time call is received by digital pager to technician:
1. Existing City and community public access labs - 30 working minutes response 95% of the time. Four working hour on-site response, if required, 95% of the time.
  2. City social service contractors, GTOPS grantees, service contract holders and special arrangements, such as discounted group rates for membership organizations who have agreements with Austin Free-Net - 30 working minutes response 95% of the time. Eight working hour on-site response, if required, 95% of the time.
  3. Any service call to a non-profit not covered by above - 30 working minutes response 95% of the time, On-site response, if required, as soon as possible, subject to availability
- 3.6 On page 3, Section 3, par. 3.1.1, (b), delete: "Space: The City will provide Austin Free-Net with spaces as reasonably required for equipment in libraries and other City buildings, as mutually agreed upon, and access to that space for maintenance and repairs." add: "Space: The City will provide Austin Free-Net with spaces as reasonably required for equipment in City partner facilities, as mutually agreed upon, and access to that space for maintenance and repairs."
- 3.7 On page 4, Section 4, par. 4.1, delete: "The City will pay Austin Free-Net a fixed monthly fee in the amount of \$4,333.", add: "The City will pay Austin Free-Net a fixed monthly fee in the amount of \$ \$4,484.67."
- 3.9 In Section 5, add: " 5.11 CITY AUDIT AND INSPECTION.

Contractor shall keep and maintain all documents, records and books related to this Agreement throughout the term of this Agreement, and for a period of not less than three years after the termination of this Agreement. The City shall have access to, and the right to audit, examine, and reproduce, any and all records of the Organization related to this Agreement at any time, including, but not limited to any tax returns of the Contractor. The Contractor shall maintain such records and make them available to the City at any time during normal business hours, upon seventy-two (72) hours prior notice."

- 3.10 On page 3, Section 5, par 5.1, delete: "This Agreement shall become effective on February 2, 2003, and will remain in effect for a period of (12) months thereafter, unless sooner terminated in accordance with this Agreement. The City retains four (4) twelve (12) month extension options after the first twelve (12) month period, to be exercised by providing thirty (30) days written notice of such intent after City Council approval is obtained." , add: "Term. This Agreement shall become effective on February 2, 2008, and will remain in effect for period of (44) months, with two 12-month extension options, unless sooner terminated in accordance with this Agreement.
- 3.11 On page 6, Section 7, par 7.5, delete:

**AUSTIN FREE-NET:**

Austin Free-Net  
Attn: Ana Sisnett  
PMB 226, P. O. Box 2013  
Austin, TX 78768-2013  
Phone: (512) 326-9084  
Fax: (512) 974-3477  
Email: ana@austinfreenet

add:

**AUSTIN FREE-NET:**

Austin Free-Net  
Attn: Executive Director or President  
P. O. Box 2013  
Austin, TX 78768-2013  
Phone:(512) 326-9084  
Fax: (512) 320-8240  
Email: info@austinfreenet or  
president@austinfreenet

3.12. Add: section 8. Indemnification

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "CLAIMS") RESULTING FROM OR CONCERNING THIS GRANT AGREEMENT OR THE PERFORMANCE OF THE ORGANIZATION'S OBLIGATIONS UNDER THE GRANT AGREEMENT, ARISING DIRECTLY OR INDIRECTLY, OUT OF (A) ANY BREACH OF THE GRANT AGREEMENT BY ORGANIZATION, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY FALSE REPRESENTATION OR WARRANTY MADE BY ORGANIZATION, ITS AGENTS, EMPLOYEES OR REPRESENTATIVE, IN THE GRANT AGREEMENT OR IN APPLYING FOR A GTOPS GRANT, (C) ANY NEGLIGENT ACT OR OMISSION, WILLFUL MISCONDUCT, OR BREACH OF ANY LEGALLY IMPOSED STRICT LIABILITY STANDARD BY ORGANIZATION, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, AND (D) THE NEGLIGENT ACTS AND OMISSIONS OF THE INDEMNIFIED PARTIES.

8.1 Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. Organization may contest the validity of any Claims, in the name of Organization or the Indemnified Parties, as Organization may, in good faith, deem appropriate, provided that the expenses thereof shall be paid by Organization.

8.2 The provisions of this section 8 shall survive the expiration or early termination of the Agreement.

4.0 All other terms and conditions remain unchanged.

BY THE SIGNATURES affixed below, the authorized parties agree Amendment No. 5 is hereby incorporated into and made a part of the above-referenced contract.

Signature: John Simon  
Printed Name: John Simon  
Authorized Representative

Austin Free-Net  
PO Box 2013 PMB 226  
Austin, TX 78768-2013

Date

4/3/08

Signed: Mario Guerrero  
Mario Guerrero, Sr. Buyer  
City of Austin  
Purchasing Office

Date

4/4/2008